

Defendant's Exhibit 9

Def. Cumul. App'x 144



AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT (hereinafter "Agreement") is made this 29th day of November, Two Thousand and Eight BETWEEN MRS. ROMA BASU wife of Swapan Basu residing at 10/1, Gurusaday Road, Kolkata – 700 019 and carrying on business under the name and style of SOCIETE MAISON DE CUIR as sole proprietor having its registered office at 75, Topsia Road South, 'Millat Nagar', Kolkata 700 046, West Bengal, India which expression shall unless excluded by or repugnant to the meaning and context herein shall deem to include her heirs, executors, nominees and assigns hereinafter referred to as the party of the FIRST PART and THE BASU GROUP, INC. having its registered office at C/O Access Storage 534, Milltown Road, Unit-220, North Brunswick, New Jersey 08902, USA which expression shall unless excluded by or repugnant to the meaning and context herein be deemed to include its officers in interest hereinafter referred to as party of the SECOND PART.

WHERE AS: The party of the First Part is a manufacture, designer and exporter of leather goods who has for many years worked for the party of the Second Part in the task of creating new works of art for use by the party of the Second Part in the party of the Second Part's business under an oral agreement which made all such works, and any contributions thereto, created or developed by the party of the First Part works made for hire and/or the property of the party of the Second Part.


WHERE AS: The party of the Second Part is engaged in trading, designing, distribution, hirer and sale of leather goods throughout the world, and in particular, in the United States of America and the European Union.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and to memorialize the party of the First Part's above obligations under her oral agreement with the party of the Second Part, the parties agree as follows:


1. The party of the First Part does hereby *nun pro tunc* transfer all her right, title and interest in the artworks, designs and colour schemes related to the artworks and designs, including all contributions thereto and/or derivatives thereof (hereinafter collectively "the Works") as of the day of there individual creations, which are listed in the Schedule attached hereto, including all copyright rights to the Works in any and all countries.
2. The party of the First Part agrees to transfer to the party of the Second Part all right, title and interest she has in future contributions to any artworks and/or designs she creates at the request of the party of the Second Part (hereinafter "the Future Works") including all copyright rights in the Future Works.
3. The party of the First Part further agrees herein to execute all additional documents, if any, deemed by the party of the Second Part to be needed to effectuate any of the above transfers in the Works or the Future Works to the party of the Second Part, in any country.

4. The party of the First Part herein represents and warrants, that to the best of her knowledge and belief, the Works are original to her and were created by her and do not infringe upon any copyright of others, and she has not previously granted any rights in the Works to any other person, firm or corporation.
5. The Works are accordingly hereby transferred infavour of the party of the Second Part, who accepts and acknowledges said transfer and the party of the First Part shall hereinafter have no claim for copyright ownership or infringement in any of the Works as against the party of the Second Part or its agents, nominees or assigns.

PARTY OF THE FIRST PART:

Signature: 
Name: Roma Basu, Proprietor, Societe Maison De Cuir
Date: November 29, 2008

PARTY OF THE SECOND PART:

Signature: 
Name: Bhaskar Basu, President, The Basu Group, Inc.
Date: November 29, 2008

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT (hereinafter "Agreement") is made this 29th day of November, Two Thousand and Eight BETWEEN MRS. ROMA BASU wife of Swapan Basu residing at 10/1, Gurusaday Road, Kolkata – 700 019 and carrying on business under the name and style of SOCIETE MAISON DE CUIR as sole proprietor having its registered office at 75, Topsia Road South, 'Millat Nagar', Kolkata 700 046, West Bengal, India which expression shall unless excluded by or repugnant to the meaning and context herein shall deem to include her heirs, executors, nominees and assigns hereinafter referred to as the party of the FIRST PART and THE BASU GROUP, INC. having its registered office at C/O Access Storage 534, Milltown Road, Unit-220, North Brunswick, New Jersey 08902, USA which expression shall unless excluded by or repugnant to the meaning and context herein be deemed to include its officers in interest hereinafter referred to as party of the SECOND PART.

WHERE AS: The party of the First Part is a manufacture, designer and exporter of leather goods who has for many years worked for the party of the Second Part in the task of creating new works of art for use by the party of the Second Part in the party of the Second Part's business under an oral agreement which made all such works, and any contributions thereto, created or developed by the party of the First Part works made for hire and/or the property of the party of the Second Part.

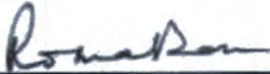
WHERE AS: The party of the Second Part is engaged in trading, designing, distribution, hirer and sale of leather goods throughout the world, and in particular, in the United States of America and the European Union.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and to memorialize the party of the First Part's above obligations under her oral agreement with the party of the Second Part, the parties agree as follows:


1. The party of the First Part does hereby *nun pro tunc* transfer all her right, title and interest in the artworks, designs and colour schemes related to the artworks and designs, including all contributions thereto and/or derivatives thereof (hereinafter collectively "the Works") as of the day of there individual creations, which are listed in the Schedule attached hereto, including all copyright rights to the Works in any and all countries.
2. The party of the First Part agrees to transfer to the party of the Second Part all right, title and interest she has in future contributions to any artworks and/or designs she creates at the request of the party of the Second Part (hereinafter "the Future Works") including all copyright rights in the Future Works.
3. The party of the First Part further agrees herein to execute all additional documents, if any, deemed by the party of the Second Part to be needed to effectuate any of the above transfers in the Works or the Future Works to the party of the Second Part, in any country.

4. The party of the First Part herein represents and warrants, that to the best of her knowledge and belief, the Works are original to her and were created by her and do not infringe upon any copyright of others, and she has not previously granted any rights in the Works to any other person, firm or corporation.
5. The Works are accordingly hereby transferred infavour of the party of the Second Part, who accepts and acknowledges said transfer and the party of the First Part shall hereinafter have no claim for copyright ownership or infringement in any of the Works as against the party of the Second Part or its agents, nominees or assigns.

PARTY OF THE FIRST PART:

Signature: 
Name: Roma Basu, Proprietor, Societe Maison De Cuir
Date: November 29, 2008

PARTY OF THE SECOND PART:

Signature: 
Name: Bhaskar Basu, President, The Basu Group, Inc.
Date: November 29, 2008

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT (hereinafter "Agreement") is made this 29th day of November, Two Thousand and Eight BETWEEN SOUMITRA ROY son of Kalipada Roy by occupation Professional Artist residing at CO 174 Narayantala (East) Baguihati, Kolkata – 700 059, West Bengal, India hereinafter referred to as the "TRANSFEROR" which expression shall unless excluded by or repugnant to the meaning and context herein shall deem to include his heirs, executors, nominees and assigns of the FIRST PART and MRS ROMA BASU wife of Swapan Basu residing at 10/1, Gurusaday Road, Kolkata – 700 019 and carrying on business under the name and style of SOCIETE MAISON DE CUIR as sole proprietor having its registered office at 75, Topsia Road South, 'Millat Nagar', Kolkata 700 046, West Bengal, India hereinafter referred to as the "TRANSFeree" which expression shall unless excluded by or repugnant to the meaning and context herein shall deem to include her heirs, executors, nominees and assigns of the SECOND PART and THE BASU GROUP INC., having its registered office at C/O Access Storage, 534 Milltown Road, Unit-220, North Brunswick, New Jersey 08902, USA hereinafter referred to as the "CONFIRMING PARTY" which expression shall unless excluded by or repugnant to the meaning and context herein be deemed to include its officers in interest of the THIRD PART.

WHERE AS: The Transferor is a professional artist, designer, sample developer, and creator, inter alia, contributing his expertise to the Transferee and who has for many years worked for Transferee in the task of creating new works of art for use by Transferee in Transferee's business under an oral agreement of employment which made all such works, and any contributions thereto, created or developed by Transferor works made for hire and/or the property of Transferee.

WHERE AS: The Transferee is engaged in manufacturing, designing, and exporting Leather goods.

WHERE AS: The Confirming Party is engaged in trading, designing, distributing, hirer and sale of leather goods throughout the world, and in particular, in the United States of America and the European Union.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and to memorialize Transferee's above obligations under his oral agreement with Transferor, the parties agree as follows:

1. The Transferor does hereby *nun pro tunc* transfer all his right, title and interest in the artwork, designs and colour schemes related to the artwork or designs including all contributions thereto and/or derivatives thereof (hereinafter collectively "the Works") as of the day of there individual creations, which Works and creation dates are listed in the Schedule attached hereto, including all copyright rights to the Works in any and all countries.
2. The Transferor agrees to transfer to the Confirming Party all right, title and interest he has in future artworks, designs and colour schemes related to the artworks or designs, including all contributions thereto and/or derivatives thereof he creates at the request of either the Transferee or the Confirming Party (hereinafter collectively "the Future Works") including all copyright rights in the Future Works in any and all countries.
3. The Transferor further agrees herein to execute all additional documents, if any, deemed by the Confirming Party to be needed to effectuate any of the above transfers in the Works or the Future Works to either the Transferee or the Confirming Party, respectively, in any country.
4. In case the Transferee transfers the Works to the Confirming Party or its nominees or assigns, the Transferor will have or make no abjection or assert any form of infringement.

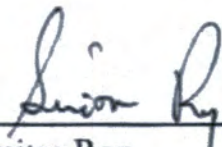
5. Transferor herein represents and warrants, that to the best of his knowledge and belief, the Works are original to him and were created by him and do not infringe upon any copyright of others, and he has not previously granted any rights in the Works to any other person, firm or corporation.

TRANSFEROR:

Signature:

Name:

Date:



Soumitra Roy
November 29, 2008

TRANSFeree:

Signature:

Name:

Date:



Roma Basu, Proprietor, Societe Maison De Cuir
November 29, 2008

CONFIRMING PARTY:

Signature:

Name:

Date:


Bhaskar Basu, President, The Basu Group, Inc.
November 29, 2008

Schedule A

Art Title	Creation Date	Offer for Sale	Reference/Remarks
Abstract Twilight # 1	June 15, 2000	September 25, 2000	272
Premium Native Rose # 1	June 15, 2000	September 25, 2000	
Premium Orchid	June 15, 2000	September 25, 2000	
Abstract Wheel	June 15, 2000	September 25, 2000	1006-A, 1013-A
Abstract Arrow	June 15, 2000	September 25, 2000	257-A
Abstract Martini	June 15, 2000	September 25, 2000	338-A
Open Butterfly # 1	June 15, 2000	September 25, 2000	292, 1013
Spotted Butterfly	June 15, 2000	September 25, 2000	1008, 1006
Garden Rose # 1	June 15, 2000	September 25, 2000	319
Wild Flower # 1	June 15, 2000	September 25, 2000	247, 288
Wild Flower # 2	June 15, 2000	September 25, 2000	338
Wild Flower # 3	June 15, 2000	September 25, 2000	292
Ancient Egyptian # 1	June 14, 2002	August 1, 2002	1024, 330
Ancient Egyptian # 2	June 14, 2002	August 1, 2002	247
Abstract Floral Butterfly	June 14, 2002	August 1, 2002	204, 255
Abstract Twilight # 2	June 14, 2002	August 1, 2002	343
Twilight	June 14, 2002	August 1, 2002	343
Eight formation for Twilight	June 14, 2002	August 1, 2002	343
Abstract Butterfly	November 10, 2002	January 1, 2003	354
Abstract Tornado	November 10, 2002	January 1, 2003	355
Abstract Still Life # 1	November 10, 2002	January 1, 2003	342
Abstract Still Life # 2	November 10, 2002	January 1, 2003	330
Abstract Still Life # 3	November 10, 2002	January 1, 2003	255
Abstract Still Life # 4	November 10, 2002	January 1, 2003	202
Floral China	November 10, 2002	January 1, 2003	335
Abstract Smoke	November 10, 2002	January 1, 2003	260, 382
Premium Hibiscus	June 25, 2003	August 1, 2003	363, 319, 1035
Hibiscus # 1	June 25, 2003	August 1, 2003	
Garden Rose # 2	June 25, 2003	August 1, 2003	332
Premium Marine # 1	June 25, 2003	August 1, 2003	247
Premium Marine # 2	June 25, 2003	August 1, 2003	356
Paisley # 1	June 25, 2003	August 1, 2003	354, 365
Premium Paisley	June 25, 2003	August 1, 2003	354
Premium Safari with Leopard	June 25, 2003	August 1, 2003	369
Leopard	June 25, 2003	August 1, 2003	369
Abstract Still Life # 5	June 25, 2003	August 1, 2003	366
Abstract Mixed Color # 1	June 25, 2003	August 1, 2003	363
Premium Native Rose # 2	June 25, 2003	August 1, 2003	333, 331
Abstract Arab Dancer	June 25, 2003	August 1, 2003	370
Retro Stripes # 1	October 15, 2003	January 1, 2004	372
Retro Stripes # 2	October 15, 2003	January 1, 2004	358
Retro Stripes # 3	October 15, 2003	January 1, 2004	1035
Retro Stripes # 4	October 15, 2003	January 1, 2004	381
Retro Stripes # 5	October 15, 2003	January 1, 2004	365 - RSB
Retro Polka # 1	October 15, 2003	January 1, 2004	1029, 368
Retro Flower # 1	October 15, 2003	January 1, 2004	2035

Schedule A

Retro Flower # 2	October 15, 2003	January 1, 2004	354
Retro Lotus # 1	October 15, 2003	January 1, 2004	371, 380 - RSB
Retro Butterfly # 1	October 15, 2003	January 1, 2004	355
Retro Butterfly # 2	October 15, 2003	January 1, 2004	376
Side Butterfly # 1	October 15, 2003	January 1, 2004	355
Side Butterfly # 2	October 15, 2003	January 1, 2004	376
Open Butterfly # 2	October 15, 2003	January 1, 2004	376
Retro Hibiscus # 1	October 15, 2003	January 1, 2004	375
Premium Xmas	October 15, 2003	January 1, 2004	
Retro Square # 1	October 15, 2003	January 1, 2004	379
Retro Stripes # 6	January 15, 2004	May 1, 2004	362, 381
Retro Stripes # 7	January 15, 2004	May 1, 2004	365-RSP
Retro Polka # 2	January 15, 2004	May 1, 2004	363
Retro Lotus # 2	January 15, 2004	May 1, 2004	371-RSP
Cat # 1	June 15, 2004	August 1, 2004	
Cat # 2	June 15, 2004	August 1, 2004	
Dog # 1	June 15, 2004	August 1, 2004	
Dog # 2	June 15, 2004	August 1, 2004	
Safari Leaf # 1	October 10, 2004	January 1, 2005	355, 382
Abstract Tumbler # 1	October 10, 2004	January 1, 2005	363-AC
Abstract Window	October 10, 2004	January 1, 2005	387, 386
Retro Premium Paisley	October 10, 2004	January 1, 2005	383, 1029
Open Butterfly # 3	October 10, 2004	January 1, 2005	357
Open Butterfly # 4	October 10, 2004	January 1, 2005	386
Open Dragon Fly # 1	October 10, 2004	January 1, 2005	386
Open Butterfly # 5	October 10, 2004	January 1, 2005	1037
Premium Paisley Green	June 1, 2005	August 1, 2005	
Premium Paisley Orange	June 1, 2005	August 1, 2005	
Retro Butterfly # 3	June 1, 2005	August 1, 2005	
Retro Lotus # 3	June 1, 2005	August 1, 2005	orange
Retro Lotus # 4	June 1, 2005	August 1, 2005	blue
Retro Polka # 3	June 1, 2005	August 1, 2005	331-orange
Retro Stripes Antique # 1	June 1, 2005	August 1, 2005	Flower
Retro Stripes Antique # 2	June 1, 2005	August 1, 2005	Butterfly
Retro Butterfly # 3	June 1, 2005	August 1, 2005	355, 357 in purple
Open Butterfly # 6	June 1, 2005	August 1, 2005	355-Purple
Side Butterfly # 3	June 1, 2005	August 1, 2005	355
Premium Paisley Pink	October 1, 2005	January 1, 2006	
Premium Paisley Blue	October 1, 2005	January 1, 2006	
Abstract Pearl	October 1, 2005	January 1, 2006	390, 389
Abstract Pyramid	October 1, 2005	January 1, 2006	391
Floral Safari # 1	May 1, 2006	July 15, 2006	390
Floral Safari # 2	May 1, 2006	July 15, 2006	382
Wild Flower # 4	May 1, 2006	July 15, 2006	main flower in PFS (390)
Wild Flower # 5	May 1, 2006	July 15, 2006	2nd flower in PFS (390)
Premium Paisley Pewter	May 1, 2006	July 15, 2006	

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Schedule A

Premium Paisley Bronze	May 1, 2006	July 15, 2006	
Retro Lotus # 5	May 1, 2006	July 15, 2006	antique
Retro Lotus # 6	May 1, 2006	July 15, 2006	pewter
Premium Rose Antique	September 25, 2006	January 1, 2007	257, 357 etc.
Rose # 4	September 25, 2006	January 1, 2007	349 - orange
Rose # 5	September 25, 2006	January 1, 2007	357 - red rose
Rose # 6	September 25, 2006	January 1, 2007	349 - blue
Premium Safari Collage # 1	September 25, 2006	January 1, 2007	400, 395
Bamboo Print	September 25, 2006	January 1, 2007	400
Tiger Print	September 25, 2006	January 1, 2007	400
Giraffe Print # 1	September 25, 2006	January 1, 2007	400
Abstract Twilight # 3	September 25, 2006	January 1, 2007	411
Zig Zag Circle	September 25, 2006	January 1, 2007	411
Premium Orchid on Chocolate	April 15, 2007	July 1, 2007	349
Orchid # 1	April 15, 2007	July 1, 2007	349
Tattoo Butterfly on Butterfly	April 15, 2007	July 1, 2007	394
Open Butterfly # 7	April 15, 2007	July 1, 2007	394
Side Butterfly # 4	April 15, 2007	July 1, 2007	408 POC
Abstract Lava	April 15, 2007	July 1, 2007	407
Tattoo Rose on Denim	April 15, 2007	July 1, 2007	
Garden Rose # 3	April 15, 2007	July 1, 2007	orange rose on 400
Premium Hibiscus Antique # 1	September 15, 2007	January 1, 2008	371
Hibiscus # 2	September 15, 2007	January 1, 2008	371, 363 - Blue
Peacock Feather # 1	September 15, 2007	January 1, 2008	
Peacock Safari # 1	September 15, 2007	January 1, 2008	430
Peacock Safari # 2	September 15, 2007	January 1, 2008	414
Peacock Flower # 1	September 15, 2007	January 1, 2008	419
Peacock Flower # 2	September 15, 2007	January 1, 2008	431
Collage # 1	September 15, 2007	January 1, 2008	417
Collage # 2	September 15, 2007	January 1, 2008	415
Collage # 3	September 15, 2007	January 1, 2008	424
Collage # 4	September 15, 2007	January 1, 2008	425
Collage # 5	September 15, 2007	January 1, 2008	1043
Abstract Tumbler # 2	September 15, 2007	January 1, 2008	422
Abstract Half Circle	September 15, 2007	January 1, 2008	430
Ethereal Butterfly	April 1, 2008	July 1, 2008	EBF
Angel Wings	April 1, 2008	July 1, 2008	AGW
Open Butterfly # 8	April 1, 2008	July 1, 2008	EBF - Orange Yellow
Open Butterfly # 9	April 1, 2008	July 1, 2008	EBF - Green
Open Butterfly # 10	April 1, 2008	July 1, 2008	EBF - Blue Purple
Open Butterfly # 11	April 1, 2008	July 1, 2008	EBF - Pink Orange
Open Butterfly # 12	April 1, 2008	July 1, 2008	AGW - Blue / Orange
Open Butterfly # 13	April 1, 2008	July 1, 2008	PKB
Open Butterfly # 14	April 1, 2008	July 1, 2008	TRP - 4007
Open Butterfly # 15	April 1, 2008	July 1, 2008	TRP - 4003 - Dragob Butterfly
Side Butterfly # 5	April 1, 2008	July 1, 2008	EBF
Side Butterfly # 6	April 1, 2008	July 1, 2008	AGW

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Schedule A

Side Butterfly # 7	April 1, 2008	July 1, 2008	PKB
Side Butterfly # 8	April 1, 2008	July 1, 2008	TRP - Blue, Red Purple
Peacock Feather # 2	April 1, 2008	July 1, 2008	PKB
Peacock Butterfly # 1	April 1, 2008	July 1, 2008	PKB
Tropical Paradise	April 1, 2008	July 1, 2008	4003/7
Wild Flower	April 1, 2008	July 1, 2008	4003

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